
**THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2016-O-33**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN THE VILLAGE OF JUSTICE AND THE
VILLAGE OF WILLOW SPRINGS COOK COUNTY, ILLINOIS
(LAW ENFORCEMENT MUTUAL AID)**

**ALAN NOWACZYK, President
ADENA BASKOVICH, Clerk**

**GEORGE BARTIK
MARIO IMBARRATO
ANNETTE KAPTUR
KEVIN J. MALONEY
KATHRYN STANPHILL
JERRY STRAZZANTE**

TRUSTEES

ORDINANCE NO. 2016-O-33

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF JUSTICE AND THE VILLAGE OF WILLOW SPRINGS COOK COUNTY, ILLINOIS (LAW ENFORCEMENT MUTUAL AID)

WHEREAS, the Village of Willow Springs (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contracts to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the "*Act*") authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings; and

WHEREAS, the Village of Justice (the "*Justice*") is also a duly authorized and existing municipal corporation existing under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, Justice has the police officer manpower and call volume to adequately provide mutual aid assistance to the Village in certain circumstances; and

WHEREAS, the Village and Justice desire to enter into an agreement for the provision of mutual aid assistance; and

WHEREAS, the President and Board of Trustees of the Village of Willow Springs find it is in the best interest of the health, safety and welfare of the residents for the Village to enter into an Intergovernmental Agreement with the Village of Justice for mutual aid assistance.

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

Section 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2: The Intergovernmental Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this President and Board of Trustees, with such necessary changes as may be approved by the President, Village Administrator and Village Attorney.

Section 3: The President and Village Clerk are hereby authorized and directed to execute and deliver the Intergovernmental Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4. The Village Treasurer is hereby authorized and directed to make any such necessary payments required pursuant to the Intergovernmental Agreement.

Section 5: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

Section 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: This Ordinance shall take effect immediately and be in force from and after its passage and approval due to the urgent nature of this matter.

(Intentionally left blank)


ADOPTED by the President and Board of Trustees of the Village of Willow Springs,
Cook County, Illinois this 27th. day of October 2016, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Bartik	✓			✓
Kaptur	✓			✓
Imbarrato	✓			✓
Maloney	✓			✓
Stanphill	✓			✓
Strazzante	✓			✓
(Mayor Nowaczyk)				✓
TOTAL	6	0	0	7

APPROVED by the President and Board of Trustees, Cook County, Illinois on this 27th.
day of October 2016.


Alan Nowaczyk, Village President

ATTEST:


Adena Baskovich, Village Clerk

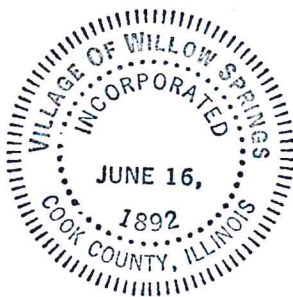
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of ORDINANCE No. 2016-O-33 "AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF JUSTICE AND THE VILLAGE OF WILLOW SPRINGS COOK COUNTY, ILLINOIS (LAW ENFORCEMENT MUTUAL AID)" adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on October 27, 2016.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 27th. day of October, 2016.



Adena Baskovich, Village Clerk
Village of Willow Springs, Cook County, Illinois

EXHIBIT A
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
WILLOW SPRINGS AND THE VILLAGE OF JUSTICE PROVIDING FOR
POLICE FIELD TRAINING SERVICES**

WHEREAS, the Village of Willow Springs (the "*Willow Springs*"), Cook County, Illinois, an Illinois municipal corporation, and the Village of Justice (the "*Justice*"), Cook County, Illinois, an Illinois municipal corporation, have each determined that it is mutually beneficial to both municipalities to enter into an Intergovernmental Agreement for Justice to provide police field training services for Willow Springs police department hires (the "*Agreement*") which shall be provided by Justice under the following described terms and conditions; and

WHEREAS, Section 10 of Article VII of the Constitution of the State of Illinois of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine, or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, Willow Springs and Justice police departments have a common objective to provide the foremost public safety policing services to their respective communities and understand that the preparation and training of police officers to provide the highest level of service possible will only be achieved through appropriate training; and

WHEREAS, the provisions for police field training services by Justice for Willow Springs as herein established can efficiently and economically serve the needs of both Villages; and

WHEREAS, sufficient department manpower and increased police call volume allows for Justice to have the capability to provide training for field operations to newly hired Willow Springs police officers; and

WHEREAS, Willow Springs has determined it is in the best interest of the Village and its residents to enter into an Intergovernmental Agreement with Justice for police training services.

NOW, THEREFORE, for good and valuable consideration, including the covenants and agreements herein set forth, it is hereby agreed by and between the Village of Willow Springs and the Village of Justice as follows:

1. The foregoing recitals are true and correct and are hereby incorporated in and constitute a part of this Agreement.
2. Justice shall provide police field training services to Willow Springs. Police field training services furnished shall be in accordance with Illinois State Statutes and the Illinois Law Enforcement Training Standards Board requirements.
3. Willow Springs shall pay Justice for said services in the following amount and manner:
 - a. Willow Springs shall reimburse Justice for the hourly salaried rate for the hours worked for each Justice police officer who provides police field training services to Willow Springs police hires. If necessary, additional compensation such as overtime will also be reimbursed to Justice by Willow Springs.
4. This Agreement shall be for a term commencing on _____, 2016, and extending through _____, unless sooner terminated as hereinafter provided.
5. Justice shall provide police field training services for Willow Springs under the following terms and conditions:
 - a. Willow Springs shall supply, at its cost, all equipment and uniforms necessary for Willow Springs to be compatible with Justice's existing department rules and regulations for field operations.
 - b. Willow Springs shall cause its police hires to comply with all Justice rules and regulations concerning participation in Justice Police Department field operations.

- c. Willow Springs shall obtain and maintain any and all other approvals from any law enforcement jurisdiction or agencies, public or private, which may be necessary for the performance of this Agreement.
6. This Agreement shall continue in effect for the above referenced specified term, provided, however, that either party to this Agreement may terminate this Agreement upon thirty (30) days' prior written notice to the other party by Certified Mail, return receipt requested. The 30-day period may be extended by mutual written agreement of the parties. Service shall be considered as having occurred upon the notice's deposit with the United States Postal Service, proper postage prepaid. Said notice shall be served at the addresses set forth herein.

For notice to Willow Springs:

Village Administrator
Village of Willow Springs
One Circle Drive
Willow Springs, Illinois 60480

For notice to Justice:

Mayor Krzysztof Wasowicz
Village of Justice
7800 Archer Road
Justice, Illinois 60458

7. This Agreement may be extended only by the mutual written agreement of the Parties hereto.
8. This Agreement may be amended or changed only by the mutual written agreement of the Parties hereto.
9. Willow Springs agrees to indemnify, defend and hold Justice, its agents and employees, harmless from all claims, causes of action, suits, damages, liabilities, loss, costs, and expenses which may arise out of the Willow Springs police hire performance of police field training services pursuant to this Agreement, except to the extent caused by the negligence of Justice, its agents and employees.

Justice agrees to indemnify, defend and hold Willow Springs, its agents, and employees, harmless from all claims, causes of action, suits, damages, liabilities, loss, costs, and expenses which may arise out of the police field training services provided by Justice pursuant to this Agreement, except to the extent caused by the negligence of Willow Springs police department hires.

10. Willow Springs, at its cost, shall provide and maintain during the term hereof general liability insurance, personal injury and property damage insurance in the amount of not less than ONE MILLION (\$1,000,000) DOLLARS with an Illinois insurance company. Certificates evidencing such insurance shall be deposited with Justice upon request. Justice shall be named as an additional insured on Willow Springs' above mentioned policies. Such insurance coverage shall remain in effect throughout the term of this Agreement.
11. Nothing in this Agreement is intended, nor shall it be construed, to result in the waiver of any immunities granted to any of the parties under the local government and governmental employees tort immunity act or under any other statute or at common law.
12. The immunities and indemnifications provided for in this Agreement shall survive termination of this Agreement.
13. The Agreement is contingent upon the corporate authorities of Justice and Willow Springs approving this Agreement. If either Party's corporate authority does not give such approval, this contract shall become null and void.
14. The Agreement shall be governed in accordance with the laws of the State of Illinois and any dispute arising as to the interpretation of this Agreement shall be heard in a court of competent jurisdiction sitting in Cook County, Illinois.
15. If either Party waives a breach of any section of this Agreement by the other Party, that waiver will not operate or be construed as a waiver of any subsequent breach by either Party or prevent either Party from enforcing such provisions. No waiver shall be valid unless in writing and signed by an authorized officer of Justice and Willow Springs.
16. Every person, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.
17. This Agreement is not assignable or transferable.
18. This Agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.
19. If any of the terms of this Agreement shall be determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the Parties hereto.
20. This Agreement may be executed in counter parts, each of which may be deemed to be an original.

21. This Agreement shall be binding upon the successors of the parties respective corporate authorities.

(Intentionally left blank)

IN WITNESS WHEREOF, the parties hereto, pursuant to the authority vested in each municipal corporation according to law and pursuant to duly enacted ordinances or resolutions of their corporate authorities respectively, have hereunto caused this Agreement to be signed by its duly authorized officers and the corporate seals to be properly affixed thereto.


DATED this Oct. 27 day of _____, 2016

VILLAGE OF JUSTICE

By: 

Village President

ATTEST:


Village Clerk

VILLAGE OF WILLOW SPRINGS

By: 

Village President

ATTEST:


Village Clerk